

1 THE HONORABLE RONALD B. LEIGHTON



5 06-CV-05267-ORD

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CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA DEPUTY	

7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
AT TACOMA

9 EMMELINE M. HEDENBURG, a single
10 person, and KENNETH L. MARSHALL, a
married person,

11 Plaintiffs,

12 v.

13 ARAMARK AMERICAN FOOD
14 SERVICES, INC., a for-profit corporation,

15 Defendant.

NO. C06-5267 RBL

STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER

16 STIPULATION

17 The undersigned counsel for plaintiff and for defendant, hereby stipulate and agree as
18 follows:

19 1. "Confidential" Documents and Information. This order shall govern all
20 documents produced or exchanged ("documents") and all written answers and responses to
21 discovery ("answer") made by plaintiff, her attorneys, consultants, agents, and representatives
22 and by defendant, its attorneys, consultants, agents, employees and representatives.
23 "Confidential Documents" shall be limited to personnel files, financial documents not already
24 public, proprietary documents, and any other documents the parties agree or the court shall
25 determine are confidential. "Confidential information" is testimony involving confidential
26 documents and information relating to social security numbers, home addresses, medical

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1 information, counseling, personal financial information, and other information the parties
 2 agree or the court shall deem confidential.

3 2. Scope of "Confidential" Designation. The special treatment accorded to
 4 documents designated "confidential" under this Order shall reach:

- 5 a. All documents previously or hereafter designated "confidential";
- 6 b. All copies, extracts, and complete or partial summaries prepared from
 7 such documents;
- 8 c. Any deposition transcript or exhibit, or portion thereof, that discusses
 9 or refers to such documents, copies, extracts or summaries; and
- 10 d. Any portion of any discovery answer or response, affidavit, declaration,
 11 brief, or other paper filed with the Court, or exhibit thereto, that discusses or refers to such
 12 documents, copies, extracts or summaries.

13 3. Restrictions on Disclosure of "Confidential" Documents. Except with prior
 14 written consent of all parties and nonparties asserting confidential treatment, and except as
 15 provided elsewhere in this Order, documents designated "confidential," and all information
 16 contained therein or derived therefrom, may not be disclosed to any person other than:

- 17 a. The parties to this litigation, their officers, directors, and employees;
- 18 b. Counsel for the parties in this action;
- 19 c. Secretaries, paralegal assistants, and other employees or contractors of
 20 such counsel who are assisting in the prosecution and/or defense of this action;
- 21 d. Actual or potential deposition or trial witnesses in this action, to the
 22 extent reasonably necessary to prepare the witness to testify concerning this case or to
 23 question the witness about knowledge he or she might have which is pertinent to the case; and
- 24 e. Outside consultants and experts solely retained for the purpose of
 25 assisting counsel and the parties in the prosecution and/or defense of this action.

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1 4. Location of "Confidential" Documents. With the exception of the uses
 2 provided for in paragraphs 8, 10, and 11 documents designated "Confidential" may be
 3 reviewed only in Counsel's physical presence by the persons identified in paragraph 3.
 4 "Counsel's physical presence" means the offices of Lane Powell PC, 1420 Fifth Avenue, Suite
 5 4100, Seattle, WA 98101; or the office of William Michael Hanbey, 1605 Cooper Point Road
 6 NW, Olympia, WA 98502, or when the attorney is conferring in person with the witness.
 7 With the exception of the uses provided for in paragraphs 8, 10, and 11 documents designated
 8 "Confidential" and copies thereof shall not leave Counsel's Office.

9 5. Review of Own "Confidential" Documents. The restrictions of this Order shall
 10 not apply to parties or nonparties, and their employees, attorneys, experts or other authorized
 11 agents, when reviewing their own "confidential" documents.

12 6. Certification of Compliance. Except for persons identified in
 13 subparagraphs 3(a)-(c) above, no person authorized under the terms of this Order to receive
 14 access to "confidential" documents shall be granted access to them until counsel has made his
 15 or her best efforts to convince such person to read the Order and agree in writing to be bound
 16 by it per the form attached as Exhibit A. Upon order of this Court, for good cause shown,
 17 these written agreements (Exhibit A) shall be available for inspection by counsel for other
 18 parties or nonparties.

19 7. Notice of Breach. It shall be the obligation of counsel, upon hearing of any
 20 breach or threatened breach of this Order by any person, promptly to notify counsel for the
 21 opposing and producing parties of such breach or threatened breach.

22 8. Use of "Confidential" Documents at Depositions. Documents designated
 23 "confidential," and all information contained therein or derived therefrom, may be used or
 24 referred to at depositions, or marked as deposition exhibits, in accordance with the provisions
 25 of this Order. Any "confidential" documents marked as deposition exhibits shall be sealed
 26 separately from the remainder of the deposition transcript and exhibits. When a party uses or

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1 refers to "confidential" documents or information at a deposition, the portion of the deposition
 2 transcript that relates to such documents or information shall be stamped "confidential" and
 3 sealed separately from the remainder of the transcript, and shall be treated as "confidential"
 4 under the provisions of this Order.

5 9. Designating Portions of Deposition Transcripts Confidential. At the
 6 deposition, the parties will attempt in good faith to preliminarily identify and designate
 7 "confidential" testimony and exhibits without prejudice to their right to so designate other
 8 testimony or exhibits or withdraw such designation after receipt of the transcript. Any party
 9 or nonparty may, within 15 days after receiving a deposition transcript, designate portions of
 10 the transcript, or exhibits thereto, as being "confidential." Confidential deposition testimony
 11 or exhibits may be so designated by stamping the exhibits "confidential," or by underlining
 12 the portions of the pages that are confidential and stamping such pages "confidential." If no
 13 party or nonparty timely designates testimony or exhibits from a deposition as being
 14 "confidential," none of the deposition testimony or exhibits will be treated as confidential. If
 15 a timely "confidential" designation is made, the confidential portions and exhibits shall be
 16 sealed separately from the portions and exhibits not so marked, and shall be treated as
 17 "confidential" under the provisions of this Order.

18 10. Use of "Confidential" Documents in Papers Filed With or Used In the Court.
 19 Documents designated "confidential," and all information contained therein or derived
 20 therefrom, may be discussed or referred to in pleadings, motions, affidavits, briefs and other
 21 papers filed with the Court, or attached as exhibits thereto, provided that 10 days notice is
 22 given to all parties that a confidential document or information is to be filed with the court,
 23 unless the party offering the document or information is responding to a motion requiring an
 24 earlier response, or unless the need for the document or information was unforeseeable at the
 25 beginning of trial, in which case best practical notice will be given. The opposing counsel
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1 then may move the court for an order placing the document under seal with the Clerk of
 2 Court.

3 11. Litigation Use Only. All "confidential documents" produced in this litigation,
 4 whether by a party or nonparty, and whether pursuant to Civil Rule 34, subpoena, agreement
 5 or otherwise, and all information contained therein or derived therefrom, shall be used solely
 6 for the preparation and trial of this action (including any appeals and retrials), and may not be
 7 used for any other purpose, including business, governmental or commercial, or any other
 8 administrative or judicial proceedings or actions.

9 12. Nontermination and Return of Documents. The provisions of this Order shall
 10 continue to apply to all "confidential" documents and information after this action has been
 11 terminated. Upon termination of this action, including all appeals, the parties shall return all
 12 "confidential" documents to the producing party, as well as all copies, extracts and summaries
 13 thereof, except that counsel for each party may maintain in its files one copy of each pleading
 14 or other paper filed with the Court; alternatively, the parties and/or any producing party may
 15 agree upon appropriate methods of destruction. Work product and attorney client privileged
 16 material is exempt from this provision

17 13. No Admissions. Nothing contained in this Order, nor any action taken in
 18 compliance with it, shall:

19 a. Operate as an admission by any party that any particular document or
 20 information is, or is not, confidential;

21 b. Operate as an admission by any party that any particular document is,
 22 or is not, subject to discovery or admissible in evidence at the trial of this action.

23 14. Interim Protection. "Confidential" documents produced by any party or
 24 nonparty through discovery in this action prior to the entry of this Order by the Court shall be
 25 subject to the provisions of this Order to the same extent as if the Order had been entered by
 26 the Court, unless the Court otherwise directs.

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15. Venue/Jurisdiction. The parties consent to venue and jurisdiction in the United States District Court, Western District of Washington at Tacoma with regard to any proceedings to enforce the terms of the Order.

16. Order. The court may enter an order consistent with this stipulation.

LANE POWELL PC

ATTORNEY AT LAW

By Robert J. Guite
 D. Michael Reilly, WSBA No. 14674
 Robert J. Guite, WSBA No. 25753
 Attorneys for Defendant

By William Michael Hanbey
 William Michael Hanbey, WSBA No. 7829
 Attorney for Plaintiff

ORDER

The Court having considered the foregoing stipulation of the parties.

It is hereby ordered that the stipulation of the parties is confirmed in all of its particulars.

DATED this 21st day of December, 2006

Paul B. Leylin
 UNITED STATES DISTRICT JUDGE

Presented by:

LANE POWELL PC

By Robert J. Guite
 D. Michael Reilly, WSBA No. 14674
 Robert J. Guite, WSBA No. 25753
 Attorneys for Defendant

APPROVED AS TO FORM; NOTICE OF PRESENTATION WAIVED:

ATTORNEY AT LAW

By William Michael Hanbey
 William Michael Hanbey, WSBA No. 7829
 Attorney for Plaintiff

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EXHIBIT A

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3 1. I, _____, have read the Stipulation and Protective Order
4 ("Order") entered in *Emmeline M. Hedenburg, a single person and Kenneth L. Marshall, a*
5 *married person v. Aramark American Food Services, Inc., a for-profit corporation*, in the
6 United States District Court, Western District of Washington at Tacoma, and agree to be
7 bound by its terms with respect to any documents, material or information designated or
8 marked "Confidential" that are furnished to me as set forth in the Order.

9 2. I further agree (i) not to disclose to anyone any documents, materials or
10 information marked "Confidential" other than as set forth in the Order, and (ii) not to make
11 any copies of any documents, material or information marked "Confidential" furnished to me
12 except in accordance with the Order.

13 3. I hereby consent to venue and jurisdiction in the United States District Court,
14 Western District of Washington at Tacoma, with regard to any proceedings to enforce the
15 terms of the Order.

Signature

Date

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